

SENT VIA EMAIL

July 11, 2014

Gregg McLean Adam
Carroll, Burdick & McDonough LLP
44 Montgomery Street Suite 400
San Francisco, CA 94104-4606

RE: Grievance: Violation of Article 19/Interpretation of Obligation to Bargain

Dear Gregg:

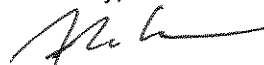
I am in receipt of your letter dated July 9, 2014, in which you filed a grievance related to Retirement Board Governance. While we understand why it would not be necessary to go through Steps I and II of the grievance procedure contained in the Memorandum of Agreement with the POA, we do think that Step III is applicable as it would be important to meet to discuss. As you know the POA MOA states:

25.4.2 Within ten (10) working days after receipt of the appeal to Step III, the Director of Employee Relations or designee shall schedule a meeting with the employee, the appropriate Employee Organization representative, and the Assistant Chief or the appropriate supervisor to discuss the matter. A written decision shall be given to the employee or the appropriate Employee Organization representative within twenty-one (21) calendar days following the meeting.

25.4.3 If the Organization is not satisfied with the decision of the Director of Employee Relations, the appropriate representative of the Organization may appeal the grievance to Step IV -- Arbitration.

Per the contract, we would like to meet with the POA so that we can understand why the POA believes the City is violating the MOA. Please give us 2-3 alternate dates and times when you are available to meet to hold the Step III grievance hearing.

Sincerely,



Alex Gurza
Deputy City Manager

c: Ed Shikada, City Manager
Rick Doyle, City Attorney
Jennifer Schembri, Deputy Director of Employee Relations
Charles Sakai, Renne, Sloan, Holtzman and Sakai
Jim Unland, President of POA